

# **TOWN OF DAVIE**

## **TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Bruce Taylor/327-3745

**PREPARED BY:** Bruce Taylor (Heidi Cavicchia)

**SUBJECT:** Wastewater Treatment Plant 4 MGD Expansion

**AFFECTED DISTRICT:** Townwide

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH CALVIN, GIORDANO & ASSOCIATES, INC. TO PROVIDE ENGINEERING SERVICES FOR THE WASTEWATER TREATMENT PLANT 4 MGD EXPANSION PROJECT.

**REPORT IN BRIEF:** The Town recently solicited sealed proposals for engineering services for the Wastewater Treatment Plant Expansion and Calvin, Giordano & Associates, Inc. was selected and approved by the Town Council (R-2006-202).

**PREVIOUS ACTIONS:** R-2006-202 approving the selection of Calvin, Giordano & Associates, Inc.

**CONCURRENCES:** Town Attorney reviewed the original agreement for a 2 MGD expansion (Control No. 061015); requested changes were incorporated. This new agreement is identical with the only change being made is the additional 2 MGD bringing the total expansion to 4 MGD.

**FISCAL IMPACT:** Yes

Has request been budgeted? Yes

If yes, expected cost: \$549,028

Account Name: Professional Services

**RECOMMENDATION(S):** Motion to approve the resolution

**Attachment(s):** Resolution, R-2006-202, Agreement with Calvin, Giordano & Associates, Inc., Procurement Authorization, W-9 Form, Corporation Inquiry

RESOLUTION NO. R-2007-

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT WITH CALVIN, GIORDANO & ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR THE WASTEWATER TREATMENT PLANT 4 MGD EXPANSION PROJECT.

WHEREAS, the Town is in need of engineering services for a Wastewater Treatment Plant Expansion project; and

WHEREAS, the Town Council approved the award of the bid for engineering services for this project to Calvin, Giordano & Associates, Inc. (R-2006-202).

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council hereby authorizes the Mayor to sign the Agreement with Calvin, Giordano and Associates, Inc., Inc. for engineering services at a cost of \$549,028.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007.

RESOLUTION NO. R-2006-202

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE FIRM OF CALVIN, GIORDANO & ASSOCIATES, INC. TO PROVIDE ENGINEERING SERVICES FOR WASTEWATER TREATMENT PLANT IMPROVEMENTS AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AN AGREEMENT FOR SUCH SERVICES.

WHEREAS, the Town solicited proposals for engineering services for wastewater treatment plant improvements; and

WHEREAS, the selection committee has selected Calvin, Giordano & Associates, Inc. as the firm best qualified to provide the required services; and

WHEREAS, it is in the Town's best interest to execute a contract for such services.  
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby accept the selection of Calvin, Giordano & Associates, Inc. as the firm best qualified to provide the required services and authorizes the Town Administrator or his designee to negotiate an agreement for such services and present that contract for approval at a future meeting date. Should no agreement be reached with the highest ranking firm, then the Town Administrator or his designee shall negotiate with the next ranked firm and present that agreement for approval.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 19<sup>th</sup> DAY OF July, 2006

  
MAYOR/COUNCILMEMBER

Attest

  
TOWN CLERK

APPROVED THIS 19<sup>th</sup> DAY OF July, 2006

# TOWN OF DAVIE PROCUREMENT AUTHORIZATION

ACCOUNT NUMBER.	BUDGET ITEM & DESCRIPTION	APPROXIMATE COST
040-1058-536-0320	Engineering for WWTP Improvements	\$475,000

UTIL - Prof. Svcs.

METHOD OF PROCUREMENT (check the one that applies)

- ☐ Open Competitive Bidding  
☐ Piggyback on Contract Number \_\_\_\_\_  
☐ Sole Source  
☒ Request For Qualifications

**SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED**

Signed Bruce Taylor  
Department Head

Have Funds been Reserved Room 34318

Date 3/17/06 Signed AD

Signed \_\_\_\_\_  
Town Administrator

**BIDS SUBMITTED**

VENDOR	COST
<u>CALVIN GIORDANO &amp; ASSOCIATES, INC.</u>	<u>RANKED 1<sup>ST</sup></u>
<u>CRAIG A. SMITH &amp; ASSOCIATES</u>	<u>RANKED 2<sup>ND</sup></u>
<u>LB FH</u>	<u>RANKED 3<sup>RD</sup></u>

Signed Hubert  
Procurement Manager

**BID SPECIFICATION COMMITTEE'S RECOMMENDATION**

Vendor	Cost
<u>CALVIN GIORDANO &amp; ASSOCIATES, INC.</u>	<u>TO BE NEGOTIATED</u>

	A	B	C	D
1				
2				
3		ENG SVC-WWTP IMPROVEMENTS		
4				
5				
6	COMMITTEE MEMBER	LBFH	CRAIG A.	CALVIN
7		INC.	SMITH	GIORDANO
8				
9	W. UNDERWOOD	1	2	3
10	R. MUNIZ	3	2	1
11	M. KUTNEY	A	B	S E N T
12	B. TAYLOR	3	2	1
13	H. HYMAN	3	2	1
14				
15	TOTAL	10	8	6
16				
17	RANKING	3 <sup>RD</sup>	2 <sup>ND</sup>	1 <sup>ST</sup>

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific instructions on page 2.

Name (as shown on your income tax return) <b>Calvin, Giordano &amp; Associates, Inc.</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.) <b>1800 Eller Drive, Suite 600</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Fort Lauderdale, Florida 33316</b>	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.


Social security number								
or								
Employer identification number								
6	5	0	0	1	3	8	6	9

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶ 	Date ▶
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**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**ATTACHMENT "C"**  
**VENDOR/BIDDER DISCLOSURE**

I, Dennis J. Giordano, being first duly sworn state that: The full legal name and business address of the person(s) or entity contracting with the Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: Calvin, Giordano & Associates, Inc.

Address: 1800 Eller Drive, Suite 600

Fort Lauderdale, Florida 33316

FEIN 65-0013869

State and Date of Incorporation Florida, 1985 (under present ownership)

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and addresses are as follows (Post Office addresses are not acceptable):

Names, Addresses, and Title of Individual Who Will Lobby:

Full Legal Name	Address	Ownership
<u>Dennis J. Giordano</u>	<u>1800 Eller Drive, #600, Ft. Lauderdale, FL 333116</u>	<u>15</u> %
<u>John P. Downes, PE</u>	<u>560 Village Blvd, Suite 340, W. Palm Beach, FL 33409</u>	<u>10</u> %
<u>Shelley Eichner, AICP</u>	<u>1800 Eller Drive, #600, Ft. Lauderdale, FL 333116</u>	<u>10</u> %
<u>John Calvin, PE</u>	<u>1800 Eller Drive, #600, Ft. Lauderdale, FL 333116</u>	<u>35</u> %
<u>Employee Stock Option Program (ESOP)</u>		<u>30</u> %

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address
_____	_____
_____	_____

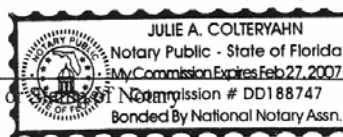
By: [Signature]  
Signature of Affiant

Date: June 5, 2006

Dennis J. Giordano  
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 5 day of June  
2006, by Dennis Giordano, he is personally known to me.

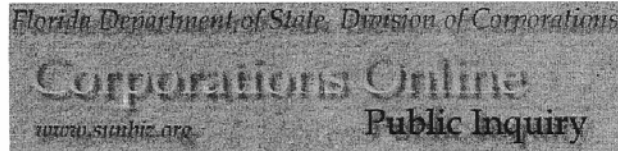
[Signature]  
Notary Public, State of Florida at Large



Serial Number \_\_\_\_\_

My Commission Expires: \_\_\_\_\_





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**Florida Profit****CALVIN, GIORDANO & ASSOCIATES, INC.**

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**PRINCIPAL ADDRESS**

1800 ELLER DR  
STE 600  
FORT LAUDERDALE FL 33316  
Changed 04/02/2001

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**MAILING ADDRESS**

1800 ELLER DR  
STE 600  
FORT LAUDERDALE FL 33316  
Changed 03/02/2000

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**Document Number**  
M17373

**FEI Number**  
650013869

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06/27/1985

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FL

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ACTIVE

**Effective Date**  
NONE

**Last Event**  
AMENDMENT

**Event Date Filed**  
03/20/2001

**Event Effective Date**  
NONE

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**Registered Agent**

Name & Address
GIORDANO, DENNIS J 1800 ELLER DR STE 600 FORT LAUDERDALE FL 33316
Name Changed: 04/02/2001
Address Changed: 03/02/2000

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**Officer/Director Detail**

Name & Address	Title
GIORDANO, DENNIS J 1800 ELLER DR STE 600	DCP

FORT LAUDERDALE FL 33316	
DOWNES, JOHN 1800 ELLER DR STE 600	V
FORT LAUDERDALE FL 33316	
ALDACOSTA, PERK J 1800 ELLER DR STE 600	V
FORT LAUDERDALE FL 33316	
COOK-WEEDEN, TAMMY 1800 ELLER DR STE 600	V
FORT LAUDERDALE FL 33316	
COLTERYAHN, JULIE 1800 ELLER DR STE 600	CSTD
FORT LAUDERDALE FL 33316	

### Annual Reports

Report Year	Filed Date
2004	07/02/2004
2005	01/19/2005
2006	01/20/2006

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[01/19/2005 -- ANNUAL REPORT](#)  
[07/02/2004 -- ANNUAL REPORT](#)  
[01/27/2003 -- COR - ANN REP/UNIFORM BUS REP](#)  
[03/13/2002 -- COR - ANN REP/UNIFORM BUS REP](#)  
[04/02/2001 -- ANN REP/UNIFORM BUS REP](#)  
[03/20/2001 -- Amendment](#)  
[03/02/2000 -- ANN REP/UNIFORM BUS REP](#)  
[02/24/1999 -- ANNUAL REPORT](#)  
[01/27/1998 -- ANNUAL REPORT](#)  
[02/10/1997 -- ANNUAL REPORT](#)  
[02/06/1996 -- 1996 ANNUAL REPORT](#)

**THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT**



Calvin, Giordano & Associates, Inc.  
EXCEPTIONAL SOLUTIONS

December 28, 2006

Mr. Bruce Taylor  
Utilities Director  
Town of Davie  
6591 Orange Dr.  
Davie, Florida 33314

**RECEIVED**

DEC 28 2006

TOWN OF DAVIE  
UTILITIES DEPT

**RE: Wastewater Treatment Plant 4 MGD Expansion – Phase IV**  
CGA Proposal No. 05-5555

Dear Mr. Taylor,

We are pleased to submit this proposal for Professional Services on the above referenced project located in the Town of Davie.

#### SCOPE OF SERVICES

Calvin, Giordano and Associates, Inc. will provide design and permitting services and produce construction drawings and specifications for the expansion of the wastewater treatment facility. The project as we understand it is as follows:

##### I. Professional Civil Engineering Services

Prepare preliminary design technical memorandum outlining the anticipated design parameters. The major equipment and process modifications and additions are as follows:

- New headworks structure with screening and grit removal
- New raw wastewater distribution pumps
- Two - 2.0 MGD Package Plants
- Air blowers addition
- Effluent disposal pump addition
- Disinfection upgrades
- Sludge dewatering belt filter press, polymer system and conveyor upgrade
- Electrical
- Instrumentation
- Piping and miscellaneous site work

Engineering  
Construction Engineering  
& Inspection  
Municipal Engineering  
Transportation Planning  
& Traffic Engineering  
Surveying & Mapping  
Planning  
Landscape Architecture  
& Environmental Services  
Construction Services  
Indoor Air Quality  
Data Technologies  
& Development  
Emergency Management  
Services

1800 Eller Drive, Suite 600  
Fort Lauderdale, FL 33316  
Phone: 954.921.7781  
Fax: 954.921.8807  
[www.calvin-giordano.com](http://www.calvin-giordano.com)

Fort Lauderdale

West Palm Beach

Orlando

Fort Pierce

Homestead

These engineering costs include all disciplines required (civil, structural, electrical, HVAC, geotechnical, survey).

We will prepare permit applications for construction and operation as well as for disposal capacity expansion through the existing Hollywood outfall line only.

All attempts will be made to specify equipments to duplicate existing equipment if the existing equipment is operating to your satisfaction. Project execution, deliverables and estimated time for completion are as follows:

Preliminary Design Phase – 90 days

- Meetings with CLIENT or CLIENT representative to determine equipment preferences and desired operating conditions
- Preparation of preliminary Design Memorandum
- Town review of Design Memorandum
- Preparation of final Design Memorandum
- Permitting for Disposal Capacity Expansion with FDEP for NPDES Permit Modification (start process)
- Update Boundary and Topographic Survey
- Perform Geotechnical Investigation

Design Phase – 150 days

- Preparation of 60% plans
- Utility Department review of 60% plans
- Meetings with CLIENT or CLIENT representative to discuss Town's comments
- Preparation of 90% plans
- Utility Department review of 90% plans
- Meetings with CLIENT or CLIENT representative to discuss Town's comments
- Permitting for Construction and Operation with FDEP, BCEPD, CBWCD, SFWMD and Town of Davie

Contract Plans and Specifications – 65 days

- Preparation of 100% plans
- Meetings with CLIENT or CLIENT representative
- Preparation of specifications and bidding documents
- Town review of final plans and specifications

We estimate that this project could be ready for bidding in 10 months. This schedule includes permitting for construction and operation but does not include permitting to increase disposal capacity above 5 mgd. Schedule assumes 2 week turn around on Town plan reviews.

Permitting for an increase in disposal capacity above 5 mgd for a total of 9 mgd and negotiations with Hollywood can happen concurrently with the design. We estimate that permitting for increased capacity could take approximately 15 months.

Due to the changing permitting process and ocean outfall regulations we have added an allowance for FDEP NPDES permitting. This process is undefined and will be billed on an hourly basis. If the NPDES permit is obtained prior to exhaustion of this allowance, the remaining money will not be used. If additional permitting services are needed beyond the original allowance, an additional services proposal will be submitted.

## **II. Construction Phase Services**

CGA will provide a separate proposal for bidding and construction services once the extent of the improvements and permit conditions are known. This proposal does not include bidding services.

### **BASIS OF PROPOSAL**

- Calvin, Giordano & Associates, Inc. is performing the consulting services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.
- Calvin, Giordano & Associates, Inc. will ensure that all consultants carry proper insurance, including professional liability insurance, if appropriate.
- Project does not include building department permitting. Project will be submitted to the building department for one courtesy review and one resubmission based on comments of the first review.
- Any outside engineering services, studies, or laboratory testing not specifically mentioned in the Scope of Services will be the responsibility of the CLIENT. All municipal, permit, and agency fees as well as Title Certificates will be paid by the CLIENT.
- Any opinion of the construction cost prepared by Calvin, Giordano & Associates, Inc. represents its judgment as a design professional and is supplied for the general guidance of the CLIENT since Calvin, Giordano & Associates, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions. Calvin, Giordano & Associates, Inc. does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT.
- Basic services outlined within this proposal shall be considered complete when the project plans are approved by the regulatory agencies (except building department permits) for construction and the project plans and specifications are ready for bidding.

#### **Additional Fees**

The following services are **NOT** included in this proposal and will be considered Additional Services, which will be addressed in a separate contractual agreement. The services include but are not limited to:

- Design of advanced wastewater treatment system for tertiary treatment or nutrient removal or a treated effluent reuse system.
- Design of effluent disposal deep well system.
- Design of additional emergency power generation equipment.
- Professional services required, due to changes in the design initiated by the CLIENT, their representatives or other consultants (e.g. architects, landscape architects, etc.) after either design or preparation of the construction drawings has commenced.
- Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.
- Professional land surveying not included in the scope of services (i.e., buried utility investigation, easement research, condominium documents, project stake-out and as-built drawings).
- Architectural (i.e., retaining walls, bridges, docks), mechanical (i.e., fire pumps), fire protection, geotechnical and testing, environmental assessment, power, gas, telephone, cable television, site lighting services.
- Off-site engineering and negotiations for off-site easements, if required (other than as specified in the Scope of Services).
- Updated Boundary survey, site evaluation or closing assistance work, unless specified above.
- Permit application or negotiation with permitting authorities other than those specifically listed herein.
- Calculations of off-site flood stages.
- Preparation of construction contract documents, other than drawings and technical specifications and front end documents (e.g., bid schedule, project manual);

#### **Reimbursable Expenses**

Calvin, Giordano & Associates, Inc. and its consultants will be reimbursed for the printing of drawings and specifications, deliveries, federal express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees paid for securing approval of authorities having jurisdiction over the project, renderings, models and mock-ups required by CLIENT, as required. Reimbursable expenses and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

### Meeting Attendance

Due to the difficulties of predicting the number or duration of meetings, **no meetings (other than those listed above) are included in the Schedule of Fees shown below.** Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

### **SCHEDULE OF FEES**

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for a lump sum fee as shown in the proposed Schedule of Fees:

<b>PROPOSED SCHEDULE OF FEES</b>	
I. Professional Civil Engineering Services	
Design Engineering & Permitting Services	
Preliminary, 60%, and 90%	\$199,660.00
100%, Plus specifications, and Electrical	\$125,915.00
Permitting	\$35,100.00
Survey	\$15,170.00
Subsurface Investigation	\$15,750.00
Structural Engineering	\$84,000.00
Instrumentation Engineering	\$19,950.00
Reimbursable Expenses	\$11,483.00
<b>SUB-TOTAL</b>	<b>\$507,028.00</b>
NPDES Permitting Allowance	\$42,000.00
<b>GRAND TOTAL</b>	<b>\$549,028.00</b>

These fees are based on a total construction value of approximately \$7,300,000.

### **TERMS OF THE AGREEMENT**

- Calvin, Giordano & Associates, Inc. is preparing and providing drawings, plans, specifications, and other documents as outlined in the scope of services for this Agreement for use in the construction of this project, based upon design and construction criteria prepared and provided by others, including but not limited to the CLIENT and CLIENT's consultants. Calvin, Giordano & Associates, Inc. is not responsible for any errors and omissions in the aforesaid design and construction criteria provided by others.

- Calvin, Giordano & Associates, Inc. agrees to indemnify, hold harmless and, at CLIENT's option, defend or pay for an attorney selected by CLIENT, to defend CLIENT, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from or related to any acts, omissions or negligence of Calvin Giordano & Associates, Inc.
- All rates and fees quoted in this document shall be effective for a period of six (6) months, after which time they may be renegotiated with the CLIENT.
- Drawings, specifications, and other documents and electronic data furnished by Calvin, Giordano & Associates, Inc. in connection with this project are instruments of service. All original instruments of service shall be retained by Calvin, Giordano & Associates, Inc. and will remain their property, with all common law, statutory and other reserved rights, including copyright, in those instruments. This information provided in the instruments of service is proprietary and will not be shared with others without prior written consent. The CLIENT may request reproducible copies all original documents upon payment of all outstanding invoices, and expenses.
- Invoices for work accomplished to date will be submitted monthly and are payable within thirty (30) days. The CLIENT will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance past thirty (30) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Calvin, Giordano & Associates, Inc. may request compensation for start-up costs when work resumes.
- The CLIENT or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely manner throughout the course of the project. The CLIENT will provide all plans and other pertinent information, which are necessary for Calvin, Giordano & Associates, Inc. to provide complete professional services as outlined in this contract.
- Calvin, Giordano & Associates, Inc. and the CLIENT agree by their signatures on this document that each party will not hire or attempt to hire any staff from the other party while under contract together.
- Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Further, nothing contained in this Agreement shall be construed as consent by client to be sued by third parties in any manner arising out of the Agreement. Client is a State Agency as defined in Chapter 762.28, Florida Statutes.

#### **MISCELLANEOUS PROVISIONS**

- Unless otherwise provided, this Agreement shall be governed by the law of the place where the project is located.



- CLIENT and Calvin, Giordano & Associates, Inc., respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither CLIENT nor Calvin, Giordano & Associates, Inc. shall assign this Agreement without written consent of the other.
- This Agreement represents the entire and integrated agreement between the CLIENT and Calvin, Giordano & Associates, Inc. and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Calvin, Giordano & Associates, Inc. and the CLIENT.

#### TERMINATION OF THE AGREEMENT

- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of the contract to this office. We look forward to working with you in making this project a success.

Sincerely,

**CALVIN, GIORDANO & ASSOCIATES, INC.**

  
Dennis J. Giordano  
President

KK/jm

Attachment

Cost of these services are \$549,028

ACCEPTANCE OF CONTRACT

Calvin, Giordano & Associates, Inc.

By:  Date: 12-28-06

Name: Dennis J. Giordano  
Title: President

**Town of Davie**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Thomas Truex  
Title: Mayor



**Calvin, Giordano & Associates, Inc.**  
EXCEPTIONAL SOLUTIONS

**PROFESSIONAL FEE SCHEDULE**

Principal	200.00	Executive Assistant	70.00
<b>ENGINEERING</b>		<b>PLANNING</b>	
Associate, Engineering (VI)	175.00	Associate, Planning	150.00
Director, Engineering (V)	150.00	Director of Planning	130.00
Project Manager (IV)	130.00	Planning Administrator	120.00
Resident Inspector	120.00	Assistant Director	110.00
Project Engineer (III)	120.00	Planner	90.00
Engineer (II)	100.00	Jr. Planner	75.00
Jr. Engineer (I)	85.00	<b>EXPERT WITNESS</b>	
Senior CADD Technician Manager	100.00	Principal/Associate	300.00
CADD Technician	80.00	Registered Engineer/Surveyor	250.00
Traffic Technician	75.00	Project Engineer	200.00
Permit Administrator	75.00	<b>LANDSCAPE ARCHITECT</b>	
Clerical	70.00	Associate, Landscape	150.00
<b>DATA TECH DEVELOPMENT</b>		Senior Landscape Architect	115.00
Associate, Data Tech Dev.	150.00	Environmental Administrator	110.00
GIS Coordinator	130.00	Landscape Architect	100.00
GIS Specialist	110.00	Environmental Specialist	90.00
Multi-Media 3D Developer	90.00	Landscape CADD Technician	80.00
GIS Technician	80.00	Environmental Assistant	70.00
Sr. Applications Developer		<b>SURVEYING</b>	
Private	160.00	Associate, Surveying	160.00
Public	160.00	Hydrographic Survey Crew	325.00
Applications Developer		G.P.S. Survey Crew	140.00
Private	120.00	Survey Crew	125.00
Public	120.00	Senior Registered Surveyor	130.00
Network Engineer	130.00	Survey Coordinator	85.00
<b>CONSTRUCTION</b>		CADD Technician	80.00
Associate, Construction	150.00	Submeter G.P.S.	65.00
Construction Management Director	120.00	<b>MICROBIAL/INDOOR AIR</b>	
Senior Inspector	90.00	<b>QUALITY SERVICES</b>	
<b>EMERGENCY MANAGEMENT</b>		Sr. Environmental Scientist	100.00
Director	130.00	Environmental Scientist	85.00
Planner	90.00		
Jr. Planner	75.00		

*In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.*

1800 Eller Drive, Suite 600  
Fort Lauderdale, FL 33316  
Phone: 954.921.7781  
Fax: 954.921.8807

www.calvin-giordano.com

P:\Planning Reference\Lorna\Templates\Prof Fee Schedule eff July 2006.doc

Effective July 1, 2006

Fort Lauderdale

West Palm Beach

Orlando

Fort Pierce

Homestead

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